

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Nelson Mullins Riley & Scarborough, LLP	2. Registration No. 5928
3. Name of Foreign Principal Government of Yukon	4. Principal Address of Foreign Principal Executive Council Office Intergovernmental Relations 2071 - 2nd Ave A-8 Whitehorse, Yukon, Y1A 1B2

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Executive Council; Intergovernmental Relations

b) Name and title of official with whom registrant deals
Carl Burgess - Intergovernmental Relations Officer

7. If the foreign principal is a foreign political party, state:

a) Principal address
N/A

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 17, 2013	Name and Title Craig Metz, Attorney	Signature /s/ Craig Metz	eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Nelson Mullins Riley & Scarborough, LLP	2. Registration No. 5928
3. Name of Foreign Principal Government of Yukon	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached documents

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached documents

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Represent the Government of Yukon before elected officials at the federal level. Involvement with elected officials and government personnel on policies that impact the Yukon and the Yukon's relationship with the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 17, 2013	Craig Metz, Attorney	/s/ Craig Metz eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Government
Gouvernement

IN CONTRACT WITH
ENTREPRENEUR

GOVERNMENT CONTRACT
MARCHÉ PUBLIC

Government contract no. • Numéro du contrat

C00023797

Service

Contract Type • Type du contrat

Contractor's Full Legal name and address
Raison sociale (au complet) et adresse de l'entrepreneur
NELSON MULLINS RILEY &
SCARBOROUGH LLP
104 SOUTH MAIN ST 9TH FLOOR
GREENVILLE, SC, 29601
UNITED STATES

Submit original invoice(s) to:
Présenter les factures originales à :
Government of Yukon
EXECUTIVE COUNCIL OFFICE
INTERGOVERNMENTAL RELATIONS
2071 - 2ND AVENUE A-8
WHITEHORSE, YUKON, Y1A 1B2
Attn: Carl Burgess 867-667-8194

Details of terms and conditions of contract
Description des modalités du contrat

See attached

Contact person is Carl Burgess 867-667-8194

The total value of this contract is not to exceed \$65,000.00 USD. The actual value will be determined when the contract is complete and will be based on the volume of work completed and invoices received and approved.

This contract to commence
Le présent contrat commence le

6 May 2014

and terminate
et se termine le

31 October 2014

Location

Lieu d'exécution

Whitehorse

The maximum amount payable herein shall not exceed -
Le montant maximal pouvant être versé en vertu des présentes ne peut excéder -

CONTRACT VALUE
VALEUR DU CONTRAT

65,000.00 USD

CONTRACTOR Note: This contract is subject to the terms and conditions on both sides hereof.

À L'ENTREPRENEUR Note: Les conditions énumérées au recto et au verso des présentes font partie du contrat.

I/We, the contractor, agree to supply the equipment and/or perform the work or services as stipulated herein and agree to the provisions detailed on the reverse side hereof.

J/Nous, l'entrepreneuri(e)s/entrepreneurs, consentons/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes, et j'accepte/nous acceptons les conditions énumérées au verso.

Business licence no. • Numéro de licence d'exploitation de commerce

City • Ville

Greenville SC

Phone • Tél. 864 350-2231

David H. Wilkins

5/8/14

David Horton Wilkins

SIGNATURE OF CONTRACTOR OR OFFICER
SIGNATURE DE L'ENTREPRENEUR OU D'UN REPRÉSENTANT AUTORISÉ

DATE
DATE

CONTRACTOR (FULL LEGAL NAME)
RAISON SOCIALE DE L'ENTREPRENEUR (NOM AU COMPLET)

Business Type:

Type d'entreprise:

☒ Sole Proprietorship
Entreprise individuelle

☐ Partnership
Partenariat

☐ Incorporated
Entreprise constituée en personne morale

Certified pursuant to section 23 (contracting authority) of the Financial Administration Act.

Attesté au titre de l'article 23 (autorisation de conclure des marchés) de la Loi sur la gestion des finances publiques.

Assistant Deputy Minister

APPROVED, AUTHORIZED OFFICER/LE
APPROUVÉ, FONCTIONNAIRE AUTORISÉ/FONCTION

A/DM

SIGNATURE
SIGNATURE

May 12, 2014

DATE
DATE

The parties to this contract covenant and agree as follows:

1. The Contractor will indemnify and save harmless the Government of Yukon from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, subcontractors or their agents or employees with respect to the contract.
2. The Contractor will be required to confirm commercial general liability insurance, on the Government of Yukon Certificate of Insurance form, in an amount not less than \$2,000,000, with Government of Yukon as additional insured.

Where appropriate, proof of automobile and/or aircraft liability insurance may be required.

Professionals may be required to provide proof of professional liability insurance.
3. The Contractor may not assign or sublet this contract or any part of the contract without the written consent of the officer signing for the Yukon Government.
4. The property and/or services obtained through this contract are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.
5. The Contractor is subject to and will comply with the provisions of all laws and regulations applicable to the place of work, including the *Employment Standards Act* and the *Workers' Compensation Act*. The Contractor will pay for all permits and certificates required in respect of the contract.
6. The Contractor may be required to provide proof of the appropriate business licence for the location of the work.
7. Where, in the opinion of the Yukon Government, it is in the public interest to obtain security to ensure the due performance of the contract, the government may require security, in such form and such amounts as is deemed appropriate.
8. The Yukon Government reserves the right to terminate this contract at any time before completion for any reason, whatsoever. In the event of such termination, the government will pay the Contractor an amount that, in the opinion of the government, is equal to that portion of the work or services completed up to the day of termination.
9. The Government of Yukon is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any purpose other than the performance of this contract without the written approval of the Government of Yukon. "Material" includes both tangible and intangible (including intellectual) property.
10. Payment by the Yukon Government to the Contractor is expressly subject to section 24(2) of the *Financial Administration Act* (Yukon):

"It is the term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due."

Les parties contractantes en vertu des présentes acceptent ce qui suit et s'y engagent :

1. L'entrepreneur tient indemne et à couvert le gouvernement du Yukon à l'égard de toute réclamation, toute perte, tout dommage, toute dépense, toute poursuite ou toute action en justice résultant de manière directe ou indirecte des activités que l'entrepreneur, ses sous-traitants, représentants ou employés ont effectuées, autorisées ou omises d'effectuer en vertu du présent contrat.
2. L'entrepreneur devra confirmer qu'il est titulaire d'une police d'assurance commerciale de responsabilité civile dont la couverture s'élève à au moins deux (2) millions de dollars en remplissant le formulaire de certificat d'assurance du gouvernement du Yukon, et désigner sur ladite police le gouvernement du Yukon comme assuré supplémentaire.

Le cas échéant, on peut exiger de l'entrepreneur une preuve qu'il souscrit à une police d'assurance responsabilité civile relative aux automobiles ou aux aéronefs, ou les deux.

Les professionnels peuvent devoir souscrire à une police d'assurance de responsabilité professionnelle.
3. L'entrepreneur ne peut confier ou accorder en sous-traitance le présent contrat en tout ou en partie sans le consentement écrit du fonctionnaire qui signe le contrat au nom du gouvernement du Yukon.
4. Les biens ou les services commandés ou achetés en vertu du présent contrat sont pour l'usage du gouvernement du Yukon, qui en fait l'acquisition en retour de fonds publics. Par conséquent, les biens ou les services ne sont pas assujettis à la taxe sur les produits et services, en vertu de l'autorisation numéro R107442840.
5. L'entrepreneur est assujéti aux dispositions de toute loi et de tout règlement ayant trait au lieu de travail, y compris la Loi sur les normes d'emploi et la Loi sur les accidents de travail, et il doit respecter ces dispositions. L'entrepreneur assume les droits de tous les certificats et de tous les permis requis en vertu du présent contrat.
6. L'entrepreneur peut avoir à fournir la preuve qu'il possède la licence d'exploitation de commerce appropriée pour l'endroit où les travaux sont exécutés.
7. Lorsque de l'opinion du gouvernement du Yukon, il est dans l'intérêt du public d'exiger une garantie de l'exécution en bonne et due forme du contrat, le gouvernement peut exiger de l'entrepreneur une garantie dont la forme et le montant sont jugés appropriés.
8. Le gouvernement du Yukon se réserve le droit de mettre fin au présent contrat en tout temps avant la fin de la durée du contrat pour quelque raison que ce soit. En pareil cas, le gouvernement versera à l'entrepreneur une somme qui, de l'opinion du gouvernement, correspond à la somme de travail ou à la quantité de services effectuée le jour où il met fin au contrat.
9. Le gouvernement du Yukon est réputé être l'unique propriétaire de tout ce qui sera produit en vertu du présent contrat. Le matériel produit en vertu de ce contrat ne peut être utilisé ou divulgué à d'autres fins que l'exécution de ce contrat sans l'autorisation écrite du gouvernement du Yukon. Le «matériel» inclut les biens tangibles ou non, notamment la propriété intellectuelle.
10. Tout paiement versé par le gouvernement du Yukon à l'entrepreneur est subordonné de façon expresse aux dispositions de l'article 24(2) de la Loi sur la gestion des finances publiques ainsi libellé :

« Tout marché est censé comporter une clause prévoyant que les sommes payables au titre du marché ne peuvent être versées que si une disposition de la présente loi ou d'une autre loi autorise le paiement pour l'exercice au cours duquel il arrive à échéance. »

1 Dans le présent document, les expressions désignant des personnes visent à la fois les hommes et les femmes.

Contract Terms and Conditions
Put name of contract description here

The Yukon government has engaged Nelson Mullins Riley & Scarborough LLP to provide strategic analysis, advocacy services, and advice in regards to reestablishing US funding for the Shakwak highway project under the following terms of reference.

Engagement Details:

- Confirm goals, work plan, and timelines with contract supervisor before commencement of contract activities.
- Provide verbal reports on a weekly basis around the activities and knowledge gained
- Provide written summary reports on a weekly basis. Reports will be the property of the Government of Yukon.
- Nelson Mullins will to continue to leverage the Premier's mission and relationships through advocacy and lobby opportunities in order to maintain awareness and support with Congressional and Senate members and staff as Yukon's "foreign interest" representatives in Washington.
- The contractor will report to, and be supervised by, Carl Burgess.
- The duration of this contract is for a maximum of 26 weeks ending no later than October 31, 2014.

Confidentiality and Security

- The Contractor will treat as confidential and will not, without the prior written consent of the Government of Yukon, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or earlier termination of this Contract, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Contract to the extent that such publication, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Contract.
- The Contractor will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the Services, are strictly controlled, to the satisfaction of the Government of Yukon.
- The Contractor will cause each employee or subcontractor to execute a confidentiality declaration and provide the completed declarations to the Government of Yukon, if requested.

Compensation Details:

- Total costs for this contract are not to exceed \$65,000.00 CAD including professional fees and travel expenses.
- Professional fees will be paid at a rate of \$10,000.00 USD/ month based on an estimate of 6 months maximum to complete the engagement responsibilities.
- Reimbursement for additional expenses will require the approval of a summary and projection of expenses for the month in question as well as pre-approval by the Contract Supervisor.
- Reimbursement for travel expenses for work undertaken outside the greater Washington, DC area, at approved government rates, are payable under this contract. All travel expense claims must be supported by original receipts with the exception of meal expenses which will

Contract Terms and Conditions
Put name of contract description here



be reimbursed as per the government travel rates. Reimbursement will be made for air travel at economy rates, unless specifically approved by the Supervisor in advance.

- All costs incurred in the performance of this contract, excepting travel expenses as approved in this document, are the responsibility of the contractor. This will include income taxes, workers compensation costs, administrative support, etc.

Administration Details:

- Requests for travel will be approved, in advance, on a monthly basis by Carl Burgess. Expense estimates will be forecast for each month as part of the approval request.
- Professional fees will be invoiced on a monthly basis at the end of each month, to be received by the 15th of the following month. Details of engagement activities during the month will be provided as part of the invoice.
- Travel expenses may be invoiced on completion of each trip, or on a monthly basis at the end of each month, with receipt by the 15th of the following month. The contractor can choose the billing method which may vary over the term of the contract.
- Either part has the right to terminate this contracts providing written notice has been given to the other party 30 days prior to termination.
- Any contractor questions regarding the administration of this contract will be directed to Carl Burgess.
- Invoices will be submitted to the following address:
 Carl Burgess
 Government of Yukon
 P.O. Box 2703 A-8
 Whitehorse, YT Y1A 2C6
- Contractor contact information is as follows:
 David Wilkins
 Nelson Mullins Riley & Scarborough LLP
 104 South Main Street/ Main Floor
 Greenville SC 29601
 864-250-2231

Contract Terms and Conditions Attachment approved:

Signature: 	Signature: 
[government financial supervisor] Date: May 12, 2014,	[name] David H Wilkins Contractor Partner: Nelson Mullins Riley & Scarborough LLP Date: 5/12/14


 Initials of both parties